

★ FEB 19 2020 ★  
LONG ISLAND OFFICE

# UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Civil Division

Case No.

20-CV-358(GRB)(SIL)

(to be filled in by the Clerk's Office)

Christopher Quinn, Teignmouth Hall LLC

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Crosby Capital USA LLC, Yonel Devico, David Shaulian, Joseph DeRuscio, Anna Carley, Asset Based Lending, ABL One LLC, Paul Ullman, Kevin Rodman, Law office of Steven Rubel. See Attached a.

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Jury Trial: (check one) ☒ Yes ☐ No

## AMENDED COMPLAINT FOR A CIVIL CASE

### I. The Parties to This Complaint

#### A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Christopher Quinn
Street Address	P.O. Box 689
City and County	Saddle River
State and Zip Code	NJ 07458
Telephone Number	518-308-8525
E-mail Address	legalfilingsquinn@gmail.com

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**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title *(if known)*. Attach additional pages if needed.

**Defendant No. 1**

Name	Crosby Capital USA, LLC
Job or Title <i>(if known)</i>	
Street Address	1688 Meridian Ave
City and County	Miami Beach, Dade County
State and Zip Code	FL33139
Telephone Number	
E-mail Address <i>(if known)</i>	

**Defendant No. 2**

Name	Yonel Devico
Job or Title <i>(if known)</i>	
Street Address	6899 COLLINS AVE 2307
City and County	Miami Beach Dade County
State and Zip Code	FL 33140
Telephone Number	
E-mail Address <i>(if known)</i>	

**Defendant No. 3**

Name	ABL One LLC
Job or Title <i>(if known)</i>	
Street Address	66 Hudson St #301
City and County	Hoboken Hudson County
State and Zip Code	NJ 07030
Telephone Number	
E-mail Address <i>(if known)</i>	

**Defendant No. 4**

Name	BRIDGE LANE NY LLC
Job or Title <i>(if known)</i>	
Street Address	55 NORTHERN BLVD STE 310
City and County	Great Neck Nassau County
State and Zip Code	NY 11201
Telephone Number	

## List of Defendants Continued

Quinn VS Crosby Capital Et Al

### Full list of Defendants:

Crosby Capital USA LLC, Crosby Capital LLC, Yonel Devico, David Shaulian, Asset Based Lending, a/k/a ABL One LLC, ABL Two LLC, ABL Three LLC, Asset Based Managers LLC, Paul Ullman, Kevin Rodman, the law office of Steven Rubel, Steven Rubel, Anna Carley, Anna Carley ESQ Joseph DeRuscio

Address not provided on main form

Crosby Capital USA, LLC  
1688 Meridian Ave  
Miami Beach, FL 33139

Yonel Devico  
6899 Collins Ave #2307  
Miami Beach FL 33141

Bridge Lane NY LLC  
55 Northern Blvd Ste 310  
Great Neck, NY, 11021

David Shaulian  
55 Northern Blvd Ste 310  
Great Neck, NY, 11021

Port Jefferson LLC  
6899 Collins Ave 2307  
Miami Beach FL 33141

Anna Carley  
6899 Collins Ave #2307  
Miami Beach FL 33141

Asset Based Lending, LLC  
66 Hudson St #301  
Hoboken, NJ 07030

ABL One LLC (Delaware)  
66 Hudson St #301  
Hoboken, NJ 07030

Steven Rubel, Esq  
100 Merrick Rd # 340W,  
Rockville Centre, NY 11570

ABL Two LLC  
66 Hudson St #301  
Hoboken NJ 07030

Paul Ullman  
66 Hudson St #301  
Hoboken, NJ 07030

ABL Three LLC  
66 Hudson St #301  
Hoboken NJ 07030

Kevin Rodman  
66 Hudson St #301  
Hoboken, NJ 07030

Asset Based Managers LLC (Delaware)  
66 Hudson Street #301  
Hoboken NJ 07030

Joseph DeRuscio  
1688 Meridian Ave  
Miami Beach FL 33139

Anna Carley ESQ  
1688 Meridian Ave  
Miami Beach FL 33139

E-mail Address (if known) \_\_\_\_\_

## II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

### A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

18 U.S. Code CHAPTER 1961-1968—CIVIL RICO: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS

18 U.S. Code Sec 1001 Making a material false statement to a federal official or a false record entry

18 U.S. Code § 1341 - Frauds and swindles

18 U.S. Code CHAPTER 47—FRAUD AND FALSE STATEMENTS

12 U.S.C. 2603 Violations of section 4 of RESPA Giving false statements on Federal form HUD-1

Dodd-Frank: Title XIV - Mortgage Reform and Anti-Predatory Lending Act

Subtitle A – Residential Mortgage Loan Origination Standards

Title XIV amends the Truth in Lending Act (15 U.S.C. 1631) to establish a duty of care for all mortgage originators, which would require them to be properly qualified, registered and licensed as needed, and to comply with any regulations designed by the Federal Reserve Board to monitor their operations. See 15 U.S.C. § 1639(a), 15 U.S.C. § 1639(b) (Dodd-Frank § 1402)

### B. If the Basis for Jurisdiction Is Diversity of Citizenship

#### 1. The Plaintiff(s)

##### a. If the plaintiff is an individual

The plaintiff, (name) Christopher Quinn, is a citizen of the  
State of (name) NY.

##### b. If the plaintiff is a corporation

The plaintiff, (name) \_\_\_\_\_, is incorporated  
under the laws of the State of (name) \_\_\_\_\_,  
and has its principal place of business in the State of (name) \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) Yonel Devico, is a citizen of  
the State of (name) Florida. Or is a citizen of  
(foreign nation) \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated under  
the laws of the State of (name) \_\_\_\_\_, and has its  
principal place of business in the State of (name) \_\_\_\_\_.  
Or is incorporated under the laws of (foreign nation) \_\_\_\_\_,  
and has its principal place of business in (name) \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

The Amount in controversy is well in excess of \$75,000

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**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

1. Plaintiff obtained a purchase and construction loan for a property in Suffolk County NY in October 2014 from Defendant group #1 comprised of ABL One a/k/a Asset Based Lending of Hoboken NJ, Asset Based Managers LLC (Delaware) Paul Ullman, Kevin Rodman. Due to the fraudulent and illegal nature of the loan, funding for construction was not provided and the project was stymied. Catastrophic losses resulted for the Plaintiff.

2. ABL One or Asset Based Lending is not a licensed lender nor is it a Bank. ABL instructed the Plaintiff to form an LLC to serve as the Mortgagor, so that the Mortgagee could falsely categorize this loan as commercial in nature. ABL did so in an effort to deprive the borrower from his rights under the Real Estate Settlement Procedures Act of 1974 known in short as RESPA.

3. At the Time of Closing, Defendant group 1 certified on the HUD-1 Form the existence of a construction escrow account in the amount of \$320,000. This fact was certified by the closing attorney for the Defendants, Steven Rubel. This escrow was discovered not to have existed during later due diligence. This fact was particularly disconcerting because the \$320,000 was a component of the entire loan amount signed for by the Plaintiff, the total amount of which was \$742,000. All documents filed with the county clerk point to this loan total of \$742,000, and mortgage tax was paid by the Plaintiff on this entire amount of \$742,000. This misrepresentation and falsification of escrow on a federal form constitutes a very serious fraud under federal statutes.

4. On or about December 9<sup>th</sup> 2014, Defendant Kevin Rodman, representing ABL One LLC or Asset Based Lending sent an email to the Plaintiff advising that a wire transfer for the requested construction draw of \$68,000 would be forthcoming the following morning. He requested the wire transfer instructions for the Plaintiff. The next morning, ABL did not send the wire transfer as promised but instead busied themselves registering the Mortgage with the Suffolk County Clerk as well as assignments of leases and rents. This misleading and fraudulent act, promising funds, while contemporaneously registering their interests for the upcoming court battle as a result of the Defendants Breach of Contract and glaring default shows malice aforethought and a clear premeditation and intent to defraud the Plaintiff.

5. Defendant Group #1 passed the subject mortgage note through an illegal transfer to Defendant group 2 comprised of Crosby Capital, Yonel Devico, Anna Carley Joseph Deruscio, Port Jefferson LLC. The transfer was illegal because the address for the subject property used in the transfer document is erroneous, there is no Schedule A attached to clarify the parcel of the subject property. Federal Standards were not met with regard to informing the borrower of the new lender by name, and providing contact information including telephone number, address, and loan balance. Defendant Group #2 purchased the loan asset using an out of state single purpose entity LLC company in order to conceal ownership. Defendant #1 would state only that the loan was sold and would not divulge the new ownership of the loan to Plaintiff.

6. Defendant Group #2 was fraudulent in that they engaged in settlement talks with Plaintiff and his counsel in July 2016 in New York City, misleading the Plaintiff's counsel into thinking that a settlement was imminent, exchanging emails negotiating same with the Plaintiff and the Plaintiff's counsel at the time while contemporaneously obtaining a default judgement for an inflated amount of money in Riverhead Court against Plaintiff. Defendants were able to manipulate a local court to decide in their favor on the matter of foreclosure, while concealing the illegal nature of the loan and note transfers. The Plaintiff was never heard by the local court in the matter of the foreclosure.

7. During the summer of 2017 the control of the entity known as Port Jefferson LLC, the single purpose entity used by Defendant Group #2 to house the note for this transaction suddenly fell under the control of a new owner, David Shaulian. This was shown in the local docket for the foreclosure case as an entry that bore the title "Affidavit of David Shaulian". Such a transfer is illegal without written notice to the borrower within 30 days identifying the new lender by name, address, and telephone number, while also making the borrower aware of the current balance.

8. After the foreclosure in the local courts dated 8/10/2018, Port Jefferson LLC filed for and was granted a Deficiency Judgement in the amount of \$240,768.45 on 9/28/2018. The basis for this judgement is fraudulent.

9. Defendant Shaulian acting as Port Jefferson LLC subsequently fraudulently filed for a separate deficiency judgement which the local court erroneously granted on 12/19/2018. Defendant Shaulian filed a completely separate index number so as to confuse the local court and facilitate the second false judgement. Fraud.

Realizing over \$1.2 million dollars in deficiency judgements, plus lost principal, stolen equity and legal expenses; the damages to Plaintiff are over \$2.452 million dollars. This is an amazing amount for a loan that was fraudulent from the start, then did not serve to fund the subject property construction as set forth in the agreement, causing total failure of the project. Loan proceeds actually extended to the Plaintiff were \$457,000.00. Beyond the initial Fraud of the Loan and it's HUD1 Statement, the loan continued to be rife with fraud, and additionally the two transfers of the Note were unlawful under Federal law.

Plaintiff repeats and realleges every allegation here and before stated and incorporates the same. As and for first cause of action, Plaintiff alleges Fraud. The Defendants individually and collectively knowingly made false material misrepresentation and or false statements in writing and verbally upon which the Plaintiff reasonably relied thereupon, to his detriment.

Plaintiff repeats and realleges every allegation here and before stated. Plaintiff alleges Breach of Contract. The Plaintiff and Defendants entered into an agreement, The Defendants breached their contractual obligation, the Plaintiff has performed or is ready willing and able to perform upon the Defendant's performance of contractual obligation.

Plaintiff repeats and realleges every allegation here and before stated. Plaintiff alleges Negligent Misrepresentation. The Defendants unknowingly or negligently made false representations or statements upon which Plaintiff resonably relied thereupon, to his detriment.

Plaintiff repeats and realleges every allegation here and before stated. Plaintiff alleges Conversion. The Defendants unlawfully took money that belonged to the Plaintiff without any basis in law or fact.

Plaintiff repeats and realleges every allegation here and before stated. Plaintiff alleges Constructive Trust. That the Plaintiffs and the Defendants had a personal and confidential relationship that the Defendants took advantage of, taking money that belongs to the Plaintiff.

Any and all causes of action that accrue by reason of the statutes herebefore stated in section 2.

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#### **IV. Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Damages are in the amount of \$2,452,000. Under the Federal Statutes addressing Fraud the plaintiff is entitled to treble damages against losses as well as punitive damages for moneys lost and the legal costs associated with this dispute. Plaintiff prays the court to decide what punitive damages the court deems appropriate.

Cash spent on project downpayment (s)	\$ 170,000
Cash spent on improvements to project	\$ 138,000
Legal expenses to date	\$ 185,000
Loss of equity	\$ 760,000
Deficiency Judgement #1	\$ 240,768
Deficiency Judgement #2	\$ 958,000
Detrimental effect on Plaintiff's other pursuits ???	
total	\$ 2,452,000

The above list describe the losses in cash and Court judgements only and the loss of the subject property. It is difficult to tabulate the opportunity cost for the years lost in terms of possession of the subject property and free cash flow necessary for the management of the Plaintiff's other operations in business.

Plaintiff seeks an injunction that the Defendants be ordered and barred from selling, conveying, and or otherwise transferring the real property known as 21 Bridge Lane, Port Jefferson, NY 11777; Section Block and Lot # 0201-008.00-02.00-008.000

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## V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

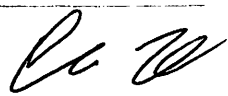
### A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 02/18/2020

Signature of Plaintiff

Printed Name of Plaintiff

  
Christopher Quinn

### B. For Attorneys

Date of signing:

Signature of Attorney



Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address